

ADMIRAL DAVID SARGENT

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1 CAUSE NO. 25489
2 VERNON BRAATEN,) IN THE DISTRICT COURT
3 Plaintiff,)
4 VS.)
5) BRAZORIA COUNTY, TEXAS
6 CERTAINTEED CORPORATION,)
7 et al.,)
8 Defendants.) 149th JUDICIAL DISTRICT
9)

ORAL DEPOSITION OF
ADMIRAL DAVID P. SARGENT, JR.

May 25, 2004

ORIGINAL

12 ORAL DEPOSITION OF ADMIRAL DAVID P. SARGENT,
13 JR., produced as an expert witness at the instance
14 of Defendant Crane Co., and duly sworn, was taken
15 in the above-styled and numbered cause on the 25th
16 of May, 2004, from 1:15 p.m. to 4:13 p.m., before
17 JANA MULHOLLAN, Registered Professional Reporter and
18 Notary Public in and for the District of Columbia,
19 reported by machine shorthand, at the offices of
20 Kirkpatrick & Lockhart, 1800 Massachusetts Avenue,
21 N.W., Washington, D.C., pursuant to the Texas Rules
22 of Civil Procedure and the provisions stated on the
23 record or attached hereto.

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25

ADMIRAL DAVID SARGENT

<p>1 APPEARANCES</p> <p>2 FOR THE PLAINTIFF: 3 MS. KYLA REED (Via Telephone Communications) 4 WATERS & KRAUS 5 1219 McKinney Avenue, Suite 3000 Dallas, Texas 75204 6 Phone: 214-357-6244</p> <p>7 FOR THE DEFENDANT, Crane Co.: 8 MR. CHRIS MICHAEL TEMPLE 9 KIRKPATRICK & LOCKHART 535 Smithfield Street Pittsburgh, Pennsylvania 15222 Phone: 412-355-6343 E-Mail: ctemple@kl.com AND - 11 MR. MICHAEL J. RAMIREZ (Via Telephone Communications) 12 CODWYN GRUBER, LLP 1201 Elm Street, Suite 1700 Dallas, Texas 75270 Phone: 214-939-8603</p> <p>14 FOR THE DEFENDANT, Kaiser Gypsum: 15 MR. JASON W. FATHERREE (Via Telephone Communications) 16 DeHAY & ELLISTON 901 Main Street, Suite 3500 Dallas, Texas 75202 Phone: 214-210-2445</p> <p>18 FOR THE DEFENDANT, Yarway Corporation: 19 MS. MEREDITH WOOD (Via Telephone Communications) 20 WATSON ROSSICK 700 Lavaca, Suite 602 Austin, Texas 78701 Phone: 512-275-0480</p> <p>22 FOR THE DEFENDANT, Garlock: 23 MS. LESLEY W. HEMPFLING (Via Telephone Communications) 24 SEGAL McCAMBRIDGE SINGER & MAHONEY 100 Congress Avenue, Suite 700 Austin, Texas 78702 Phone: 512-476-7834</p>	<p>Page 2</p> <p>1 APPEARANCES (Continued)</p> <p>2 FOR THE DEFENDANTS, Georgia-Pacific 3 and Union Carbide: 4 MS. CHRISTINE M. RODRIGUEZ (Via Telephone Communications) 5 GILBERT & GILBERT 6 222 North Velasco Street Angleton, Texas 77516 Phone: 979-849-5741</p> <p>7 FOR THE DEFENDANT, CertainTeed Corporation: 8 MS. PAULA H. BLAZEK (Via Telephone Communications) 9 GERMER GERTZ, LLP 550 Fannin, Suite 500 Beaumont, Texas 77701 Phone: 409-654-6700</p> <p>11 ALSO PRESENT: 12 MS. JANA MULHOLLAN The Court Reporter</p>																								
<p>1 APPEARANCES (Continued)</p> <p>2 FOR THE DEFENDANT, John Cranc: 3 MR. MARK TIVIN (Via Telephone Communications) 4 O'Connell & Associates 5 645 Tollgate Road, Suite 230 Elgin, Illinois 60131 Phone: 847-741-4603 E-Mail: mrtivin@jclaw.com</p> <p>7 FOR THE DEFENDANT, General Motors Corporation: 8 MR. ROBERT K. MITCHELL (Via Telephone Communications) 9 THOMPSON & KNIGHT 10 1700 Pacific Avenue, Suite 3300 Dallas, Texas 75201 Phone: 214-669-1309</p> <p>11 FOR THE DEFENDANT, Gorman Rupp: 12 MR. JOHN DURKAY (Via Telephone Communications) 13 MEHAFFY WEBER 14 2615 Calder Avenue, Suite 800 Beaumont, Texas 77704 Phone: 409-835-5011 E-Mail: john.durkay@mhafwyweber.com</p> <p>15 FOR THE DEFENDANT, Guard-Line: 16 MR. NATHANIEL A. BOSIO (Via Telephone Communication) 17 DOGAN & WILKINSON 18 734 Delmas Avenue Pascagoula, Mississippi 39568 Phone: 228-762-2272 E-Mail: nbosio@doganwilkinson.com</p> <p>20 FOR THE DEFENDANT, Goulds Pump: 21 MR. BRADLEY T. SHARPE (Via Telephone Communications) 22 NAMAN, HOWELL, SMITH & LEE 23 111 University Drive East, Suite 210 College Station, Texas 77840 Phone: 979-646-0300 E-Mail: fuller@namanhowell.com</p>	<p>Page 3</p> <p>1 INDEX</p> <table> <thead> <tr> <th style="text-align: left;">PAGE</th> </tr> </thead> <tbody> <tr> <td>3 Appearances 2-4</td> </tr> <tr> <td>4 Stipulations 6</td> </tr> <tr> <td>5 WITNESS: ADMIRAL DAVID P. SARGENT, JR. 8</td> </tr> <tr> <td>6 By Ms. Reed 8</td> </tr> <tr> <td>7 Reporter's Certificate 112</td> </tr> <tr> <td>8</td> </tr> <tr> <td>9</td> </tr> <tr> <td>10 EXHIBITS</td> </tr> <tr> <td>11 EXHIBIT PAGE MARKED</td> </tr> <tr> <td>12 1 56</td> </tr> <tr> <td>13 2 56</td> </tr> <tr> <td>14</td> </tr> <tr> <td>15</td> </tr> <tr> <td>16</td> </tr> <tr> <td>17</td> </tr> <tr> <td>18</td> </tr> <tr> <td>19</td> </tr> <tr> <td>20</td> </tr> <tr> <td>21</td> </tr> <tr> <td>22</td> </tr> <tr> <td>23</td> </tr> <tr> <td>24</td> </tr> <tr> <td>25</td> </tr> </tbody> </table> <p>Page 5</p>	PAGE	3 Appearances 2-4	4 Stipulations 6	5 WITNESS: ADMIRAL DAVID P. SARGENT, JR. 8	6 By Ms. Reed 8	7 Reporter's Certificate 112	8	9	10 EXHIBITS	11 EXHIBIT PAGE MARKED	12 1 56	13 2 56	14	15	16	17	18	19	20	21	22	23	24	25
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Henjum Goucher Reporting Services
214-521-1188

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A G R E E M E N T S

AS PER RULE 11, the following agreements were agreed to by and between the parties hereto, through their respective attorneys appearing herein:

IT IS HEREBY agreed by and between the parties hereto, through their attorneys appearing herein, that any and all objections to any questions, except as to form, or answer, except as to responsiveness, contained herein may be made upon the offering of this deposition in evidence upon the trial of this cause with the same force and effect as though the witness were present in person and testifying from the witness stand.

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1 MR. RAMIREZ: The trial date is
2 July 6th.

3 MS. REED: Then that should be fine.

4 MR. RAMIREZ: Okay. And before we go
5 any further, do you have anything that you would like
6 to stipulate to other than liability and if any other
7 Defendants have anything to put on the record?

8 Okay. Good.

9 Whereupon

10 ADMIRAL DAVID P. SARGENT, JR.,
11 having been first duly sworn, testified as follows:

EXAMINATION

BY MS. REED:

14 Q. Mr. Sargent, do you prefer to be addressed
15 as admiral or mister?

16 A. Admiral would be fine.

17 Q. Okay. Admiral Sargent, my name is Kyla
18 Reed. I'm an attorney with Waters & Kraus in Dallas,
19 Texas. We represent Mr. Braaten in the lawsuit that
20 he has filed in this matter.

21 Have you ever been deposed before,
22 Admiral Sargent?

23 A. I have not.

24 Q. All right. Just to go over a few ground
25 rules for you then, since we're all on telephone and

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1 MR. RAMIREZ: This is Michael
2 Ramirez, Texas counsel for Crane Co. I propose three
3 stipulations to govern the conduct of this
4 deposition. The first stipulation is that an
5 objection by a Defendant is good for all Defendants
6 that are present and participating in the deposition.

7 Does anybody have an objection to
8 that stipulation?

9 Okay. Ms. Plaintiff's Counsel, do
10 you agree to that stipulation?

11 MS. REED: Yes, we'll agree to that
12 stipulation.

13 MR. RAMIREZ: Okay. The second
14 stipulation is that the deposition of Admiral Sargent
15 will be conducted under the Texas Civil Rules of
16 procedure. Is that agreeable?

17 MS. REED: That is agreeable.

18 MR. RAMIREZ: And the third
19 stipulation is that -- well, actually let me just say
20 Admiral Sargent will not waive signature and would
21 like to review the transcript prior to the
22 court reporter certifying the transcript.

23 MS. REED: That is perfectly fine.

24 We aren't running up on a trial date
25 in this case, are we?

1 modern technology isn't as wonderful as we all think
2 it is, at some point in my questioning I may ask a
3 question and I cut out or you don't understand the
4 whole thing or even you understood the whole thing
5 but it didn't make any sense, please feel free to ask
6 me to rephrase or repeat the question.

7 And can we get the agreement that if you
8 answer a question that you fully understood the
9 question and heard it at all? Can you agree to that,
10 sir?

11 A. Would you repeat that?

12 Q. Sure. Can I get you to agree that I can
13 assume that when you've answered a question that
14 you've fully heard it and understood the question?

15 A. Yes.

16 Q. And that if you don't understand you'll ask
17 me to repeat it?

18 A. That's correct.

19 Q. Okay. Also all of your answers need to be
20 vocal. It's hard for the court reporter to take down
21 a nod of the head.

22 So can you to agree to do that, sir?

23 A. Certainly.

24 Q. We've already gone over reading and signing
25 the transcript. So I guess we don't need to go over

3 (Pages 6 to 9)

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<p style="text-align: right;">Page 94</p> <p>1 DEFENSE COUNSEL: Objection to form. 2 THE WITNESS: No, I'm not aware of 3 any instance like that. 4 BY MS. REED: 5 Q. But in your experience with the types of -- 6 would that have been something that somebody from the 7 manufacturing industry could have done is could have 8 approached somebody from the Navy and said, hey, it 9 may be necessary for us to place warnings on this 10 component?</p> <p>11 DEFENSE COUNSEL: Objection to form. 12 THE WITNESS: That's a somewhat 13 different question, I think. 14 Clearly if -- typically what the Navy 15 would be asking -- they would have what we would 16 refer to as a conceptual design, in other words, 17 something that described what we wanted a component 18 to do and would go and hire a quality experienced 19 firm to do the detailed design of a component to 20 accomplish that, to deliver that back to the Navy for 21 review and either approval or modification or 22 disapproval. 23 In that set of discussions with 24 industry, many things would be discussed by the 25 design engineers. But it's typically the Navy has</p>	<p style="text-align: right;">Page 96</p> <p>1 DEFENSE COUNSEL: Objection to form. 2 THE WITNESS: Certainly. 3 BY MS. REED: 4 Q. And can you think of any specific warnings 5 that you have seen? 6 A. Sure. 7 Q. What are some of those? 8 A. High temperature, don't touch. Rotating 9 equipment, stay clear. High noise area, stay out or 10 wear hearing protection. Things like that. They 11 typically would be not on the component itself but 12 would be installed, you know, in the vicinity on a 13 warning sign or something that the Navy had decided 14 was required. 15 Q. Can you think of any component-specific 16 warnings that you may have seen during your time with 17 the Navy? 18 A. You mean actually on a component? 19 Q. Yes. 20 A. I honestly don't recall any. 21 Q. When did you personally first become aware 22 of the potential hazard of asbestos and 23 asbestos-containing products to those individuals who 24 worked with it? 25 A. I would say -- I don't remember exactly,</p>
<p style="text-align: right;">Page 95</p> <p>1 done the assessment of what it is they need, they 2 have decided at a conceptual level the component or 3 the system that they need to do it and they are 4 hiring the expertise of a firm who specializes in 5 designing that specific component or system or 6 something. 7 Now, your question, I think, was in 8 that process if there were comments from industry to 9 the Navy would that be possible, and the answer would 10 be yes. 11 BY MS. REED: 12 Q. So it would be possible for industry to 13 provide feedback to the Navy saying, you know, well, 14 you may need to do this or have you thought about 15 this? That's a part of the design of the system? 16 DEFENSE COUNSEL: Objection to form. 17 THE WITNESS: I'm sorry. Yes. 18 BY MS. REED: 19 Q. Okay. Yes, there is a chance for feedback? 20 A. There's certainly a chance for discussion 21 in the design loop, as we would call it. 22 Q. Okay. During your time on ships, have you 23 ever seen any component of a ship that contained any 24 sort of a warning about a potential hazard posed by 25 the component?</p>	<p style="text-align: right;">Page 97</p> <p>1 but it was in the mid to late '70s. 2 Q. And how did you become aware of that fact? 3 A. The Navy had determined by then that, in 4 fact, asbestos did pose a potential hazard not just 5 in an industrial environment but also on board ships 6 where it was installed, and there was an aggressive 7 program both to educate and to implement procedures 8 to protect both sailors and anybody else on board 9 from those hazards that had been identified. 10 Exactly when that was -- I can't tell you 11 the exact year, but it was late '70s. It was between 12 my command of the ATF and the next time I was in a 13 shipyard. 14 Q. Okay. Can you describe for the jury some 15 of the programs and procedures the Navy put into 16 place to deal with those -- that risk? 17 A. Absolutely. They were at several levels. 18 On board a ship when you were operating -- 19 and if I might just clarify a little bit -- you asked 20 earlier if I was there when a ship wasn't deployed -- 21 I want to make sure that you understand that the 22 sailors on a ship live on the ship. That's not just 23 their workplace. That's their home. And so 24 they're there all of the time. And a big part of 25 your time on a ship is back in the home port doing</p>

25 (Pages 94 to 97)